

## O'BRIEN &amp; TAYLOR

ATTORNEYS AT LAW

175 FAIRFIELD AVENUE  
P.O. BOX 505  
WEST CALDWELL, NJ 07007  
TELEPHONE: (973) 226-0900  
FAX: (973) 226-5149

JEROME F. O'BRIEN  
FRANCIS M. TAYLOR

June 4, 2007

MAILING ADDRESS  
P.O. BOX 505  
WEST CALDWELL, NJ 07007

Robert Georgio  
7 Cedar Lane  
Purchase, NY 10577

RE: SCHWARTZ & BENJAMIN INC. V. ROBERT GEORGIO  
OUR FILE NO.: C132-459

Dear Sir:

I am in receipt of your recent telephone message advising that Shoes By Georgio is no longer actively operating. Enclosed is a copy of the personal guaranty which you previously executed. Please note that you are personally responsible for the \$60,826.96 debt.

Would you please review the attached and contact our office so that we may discuss the matter in further detail.

Very truly yours,

  
JEROME F. O'BRIEN

JFO/pl  
Enc.

EB-02-1998 11:22 FROM SSB - LYNN TO 12015650570 P.02  
ACCOUNT APPLICATION BDS, INC.  
P.O. Box 831  
100 Marine Blvd.  
Lynn, MA 01903  
Anne Klein, Arns Klein II  
Footwear  
Phone 781-595-5600  
Fax 781-596-1475

Shoes by Georgia 201585-9284  
Firm name (include full legal name and DBA, if applicable) Phone  
2151 Lanesme Ave. Fitts Landing 07600 201585-0570  
Billing Address Fax  
Shipping Address Phone  
Robert Georgia, PRESIDENT 914-997-1315  
Officers & Title, or if Partnership, name of partners Home Address Home Phone  
33 HARROWS LANE PURCHASE N.Y. 10577  
Officers & Title, or if Partnership, name of partners Home Address Home Phone

Whom should we contact in your store on credit matters? Person responsible for paying the bills?  
Merchandise Manager's Name PATRICIA GEORGIO Buyer's Name  
Company Information: ( ) Corporation ( ) Partnership ( ) Proprietorship Date in which incorporated & year? D & B Listed Y or N  
Years in business? 15 Years at present location? 15 Sales Tax: exemption certificate/resale certificate attached

References: Names of those from whom you purchase on an open account. Give at least five.  
Name PRADA Address 50 W. 57th St. New York Acct# Phone 212-347-9300  
Name WALTER STEIGER Address 34 E. 57th St. New York Acct# Phone 212-888-0000  
Name STEPHANE KELIAN Address 160 WOODSTOCK ST. New York Acct# Phone 212-715-8925  
Name BUCKRAY Address 3 W. 57th St. New York Acct# Phone 212-688-0556  
Name FIERAMOSCA Address P.O. + Land, Inc. Acct# Phone 207-775-7610  
Bank Reference FLEET BANK Address FT. WEE Acct# Phone 201585-3500

Multiple Store Locations: Owned or Leased Sq. Ft. Date Acquired Phone  
Location 42 middle block T.C. Green Neck N.Y. 1001  
List additional locations on separate piece of paper.

Have you gone through a bankruptcy or comprised a debt in the last 5 years? NO Are any assets pledged or debts secured except as shown? NO  
Insurance carrier Standard Funding Corp. Ever had a loss from fire or theft? (If yes, explain)  
Name of parent company, if a subsidiary

For the purpose of obtaining merchandise from BDS, Inc. (SELLER) on credit, the customer provides the above information and warrants to seller that the information is complete, true and accurately reflects the present financial condition of the customer. Upon acceptance of this application by the SELLER, the customer agrees to make payment in accordance with the terms and conditions set forth in our invoices and price lists provided by the SELLER. The customer understands that any price discounts allowed by the SELLER are subject to timely payment in accordance with SELLER'S invoices, and the customer agrees to pay the full undiscounted price for any merchandise as to which full and timely payments are not made in accordance with the invoice terms. The customer agrees to pay interest on invoices past due at the rate of eighteen (18) percent per annum (or the highest interest allowable under applicable state law, whichever is less). In case it becomes necessary for BDS, Inc., to retain the services of an attorney or collection agency in the collection of any amount past due, the customer agrees to pay the SELLER reasonable attorney's fees, collection costs, and court costs. The applicant making application hereof shall be personally liable for all charges for goods, products, and services furnished by the SELLER regardless of whether said applicant is acting as trustee of a trust, as an officer or agent of a corporation, as a partner of a partnership or as an agent for any disclosed or undisclosed principal unless there is an express agreement in writing signed by a duly authorized officer of SELLER and the person or entity to be charged, exempting the applicant from personal liability. Acceptance by the SELLER of checks, drafts, or payments from third parties for any charges made pursuant to this application shall not be deemed to be a waiver of this provision or the equivalent of the agreement in writing called for by this provision to exempt the applicant from personal liability. The interpretation and enforcement of this agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Firm's Name Office/partner/owner signature Title Date  
2/4/98

Shoes by Georgia

2015850570